

The United States Patent and Trademark Office mail room stamp hereon acknowledges receipt of the following items:

For: METHOD AND APPARATUS FOR SECURE COMMUNICATION
In the names of MICHAEL J. HORGAN ET AL.
Ser. No. 08/908,994

1. Revocation of Power of Attorney and
New Power of Attorney by Assignee (Page 1 & 2);
2. Assignee Certification (Page 1);
3. Assignment (Document) Cover Letter (Page 1 thru 3);
4. Assignment (Page 1 thru 3) and;
5. Check for \$40 recordation fee.

Express Mail No.: EV265305059US
Date Mailed: 12/20/00
Attorney: John P. O'Banion
Docket No. SYN5297.01A

THE UNITED STATES PATENT AND TRADEMARK OFFICE



John P. O'Banion
O'BANION & RITCHEY LLP
400 Capitol Mall, Suite 1550
Sacramento, CA 95814



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 WELLS FARGO CENTER
 SACRAMENTO CA 95814-4498

TO: (PLEASE PRINT)

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 FOR PATENTS
 WASHINGTON DC 20231-0001
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195/ 200 F:02 T:24

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors: HORGAN ET AL.
Serial No.: 08/908,994
Filed: AUGUST 8, 1997
For: METHOD AND APPARATUS FOR SECURE COMMUNICATION
Group No.:
Examiner:
Docket No.: (SYN5397.01A)

Assistant Commissioner for Patents
Washington, D.C. 20231

REVOCATION OF POWER OF ATTORNEY
NEW POWER OF ATTORNEY BY ASSIGNEE

Dear Sir:

The undersigned assignee of record hereby revokes all prior powers of attorney in this application and appoints the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71:

John P. O'Banion	Registration No. 33,201
James M. Ritchey	Registration No. 32,594
James C. Peacock, III	Registration No. 40,124
Steven L. Smith	Registration No. 44,343
Rodger H. Rast	Registration No. 45,853

SEND CORRESPONDENCE TO:

John P. O'Banion
O'BANION & RITCHEY LLP
400 Capitol Mall, Suite 1550
Sacramento, CA 95814

DIRECT TELEPHONE CALLS TO:

John P. O'Banion
(916) 498-1010

An assignment of the entire interest in the above-identified subject application:


☐ was recorded on _____ at reel/frame _____.

☒ is submitted herewith for recording.

Dated: 12-18-02.

ASSIGNEE: SYNECTIC DESIGN LLC

Signature:

A handwritten signature in black ink, appearing to read "Michael Horgan", is written over a horizontal line.

Typed Name: Michael Horgan

Title: Managing Partner

Address: 5037 Buffwood Way
Sacramento, CA 95841

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **HORGAN ET AL.**

Docket No.

SYN5397.01A

Serial No.

08/908,994

Filing Date

AUGUST 8, 1997

Examiner

Group Art Unit

Invention: **METHOD AND APPARATUS FOR SECURE COMMUNICATION**

I hereby certify that the following correspondence:

Revocation of Power of Attorney and New Power of Attorney (Page 1 & 2)*(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231 on

Dec. 20, 2002*(Date)***Jerry V. King***(Typed or Printed Name of Person Mailing Correspondence)*
*(Signature of Person Mailing Correspondence)***EV265365059US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors: HORGAN ET AL.
Serial No.: 08/908,994
Filed: AUGUST 8, 1997
For: METHOD AND APPARATUS FOR SECURE COMMUNICATION
Group No.:
Examiner:
Docket No.: (SYN5397.01A)

ASSIGNEE CERTIFICATION UNDER 37 C.F.R. 3.73(b)

In accordance with 37 C.F.R. 3.73(b), the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of the assignee's knowledge and belief, title is in the assignee seeking to take this action.

Dated: 12-18-02.

ASSIGNEE: SYNECTIC DESIGN LLC

Signature:

A handwritten signature in dark ink, appearing to read "Michael Horgan", is written over a horizontal line.

Typed Name: Michael Horgan

Title: Managing Partner

Address: 5037 Buffwood Way
Sacramento, CA 95841

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **HORGAN ET AL.**

Docket No.

SYN5397.01A

Serial No.

08/908,994

Filing Date

AUGUST 8, 1997

Examiner

Group Art Unit

Invention: **METHOD AND APPARATUS FOR SECURE COMMUNICATION**

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Assignee Certification (Page 1)*(Identify type of correspondence)*

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Dec. 20, 2002
(Date)

Jerry V. King*(Typed or Printed Name of Person Mailing Correspondence)*
*(Signature of Person Mailing Correspondence)***EV265365059US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**

PATENT

Attorney Docket No. (SYN5397.01A)

Applicant: HORGAN ET AL.
Serial No.: 08/908,994
Filed: AUGUST 8, 1997
Title: METHOD AND APPARATUS FOR SECURE COMMUNICATION
Group:
Examiner:

ASSIGNMENT (DOCUMENT) COVER LETTER
PATENT OR PATENT APPLICATION

1. NAMES OF PARTY(IES) MAKING TRANSFER

Name 1: JEROME E. ROBERTSON, TRUSTEE IN BANKRUPTCY

2. IDENTITY OF PARTY(IES) TO WHOM TRANSFER IS MADE

This transfer is being made to:

Name: MICHAEL J. HORGAN
MANAGING PARTNER
SYNECTIC DESIGN LLC
Address: 5037 BUFFWOOD WAY
SACRAMENTO, CA 95841

3. INTENTION OF DOCUMENT

A brief description of what the accompanying document intends to accomplish is that it is an:

- ☒ Assignment
☐ License
☐ Security Interest
☐ Other

4. **IDENTIFICATION OF PATENT OR APPLICATION**

Particulars of the patent or application to which the accompanying document applies are:

Inventor(s):

MICHAEL J. HORGAN ET AL.

For (title):

METHOD AND APPARATUS FOR SECURE COMMUNICATION

- (a) ☐ U.S. patent application filed herewith.
(b) ☒ U.S. patent application serial no. 08/908,994 filed on AUGUST 8, 1997.
(c) ☐ U.S. patent no. _____ issued _____.

5. **NAME AND ADDRESS TO WHICH CORRESPONDENCE SHOULD BE MAILED**

Please address all correspondence and return the recorded document to:

John P. O'Banion
O'BANION & RITCHEY LLP
400 Capitol Mall, Suite 1550
Sacramento, CA 95814

6. **NUMBER OF APPLICATIONS OR PATENTS IDENTIFIED AND TOTAL FEE DUE**

The number of applications or patents identified herein is: 1

Total Fee Due \$ 40.00

7. **DATE DOCUMENT WAS EXECUTED**

The accompanying document was executed on NOVEMBER 28, 2001.

8. **FEE PAYMENT**

Fee payment is provided for as follows:

☐ New Application transmittal (Item 18 - INCLUDED IN FILING FEE)

☐ FWC Transmittal (Item VIII)

☐ Transmittal of Filing under 37 CFR 1.60(b) (Item 11)

☒ Attached is a check in the sum of \$40.00

☒ Charge Account No. 07-1137 if any additional fee is due.

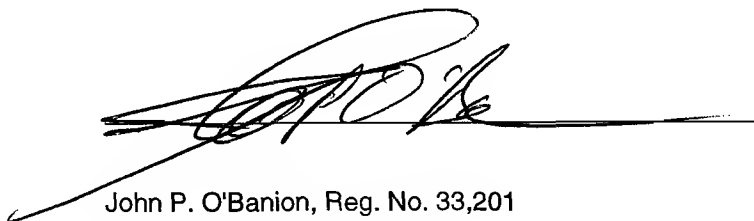
☐ Charge Account No. _____ in the sum of _____ A duplicate of this transmittal is attached.

9. **STATEMENT OF AUTHENTICITY**

The undersigned certifies that, to the best of his or her knowledge and belief, the information contained in this cover sheet is true and correct, and any copy of the document submitted for recording is a true copy of the original document.

10. **SIGNATURE**

Dated: 12/20/2002



John P. O'Banion, Reg. No. 33,201
O'BANION & RITCHEY LLP
400 Capitol Mall, Suite 1550
Sacramento, CA 95814
(916) 498-1010

6-21-1997 3:18AM

FRL

1 Michael A. Isaacs, CSB #99782
 2 LUCE, FORWARD, HAMILTON & SCRIPPS, LLP
 3 121 Spear Street, Suite 200
 4 San Francisco, CA 94105
 5 Telephone: (415) 356-4600
 6 Fax: (415) 356-4610

7
 8 Attorneys for JEROME E. ROBERTSON,
 9 Trustee in Bankruptcy

FILED

NOV 19 2001

CLERK
 United States Bankruptcy Court
 San Jose, California

10
 11 UNITED STATES BANKRUPTCY COURT
 12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

In re

Case No. 97-60043 ASW
 Chapter 7

ACL DATACOM, INC.,

Debtor,

[No Hearing Required]

13
 14 **ORDER AUTHORIZING ASSIGNMENT**
 15 **AND SALE OF REMAINING PERSONAL PROPERTY**

16 Based upon the Request for Entry of Order Authorizing Granting Assignment and Sale of
 17 Remaining Personal Property (the "Request") filed by Jerome E. Robertson, Trustee in bankruptcy
 18 of the estate of the above Debtor, and the supporting declaration of counsel, that notice is proper
 19 under the circumstances, and good cause appearing therefor, it is

ORDERED as follows:

- 20
 21 1. The Trustee's Request is approved.
 22 2. The Trustee is authorized to assign/transfer the Debtor's intellectual property,
 23 including Patent Application No. S.N.08-908, 994 filed on or about August 8, 1997, and sell the
 24 Debtor's remaining personal property, including servers, equipment and other items, to Michael J.
 25 Horgan for the sum of \$5,000.
 26 3. The Trustee is further authorized to execute those documents as may be necessary to
 27 complete the assignment/sale of the Debtor's intellectual property/personal property to Mr. Horgan.

DATED: _____

NOV 19 2001

UNITED STATES BANKRUPTCY JUDGE

6-21-1997 3:19AM

FRL

P. 3

ASSIGNMENT and PURCHASE AGREEMENT

This agreement ("Agreement") is made and is effective as of November 28, 2001, by and between ACL Datacom, Inc. ("ACL"), represented by Jerome Robertson as Trustee ("Trustee"), [in the bankruptcy of ACL Datacom, Inc., Case Number 97-60043 United States Bankruptcy Court, Northern District of California] and Michael Horgan ("Horgan").

In consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1 PURPOSE AND DEFINITIONS.

1.1 Purpose. ACL and Trustee wish to assign to Horgan all right, title and interest in and to any rights ACL and/or Trustee may have and/or acquire in the intellectual property described in Application for United States Patent for METHOD AND APPARATUS FOR SECURE COMMUNICATIONS and any intellectual property developed by and/or for ACL derivative thereto, and sell to Horgan all ACL equipment (as defined hereinbelow) in the possession of Trustee, as provided hereinafter.

1.2 Definitions. Capitalized terms have the respective meanings set forth below:

1.2.1 "Patent" means the Application for United States Patent for METHOD AND APPARATUS FOR SECURE COMMUNICATIONS, numbered S. N. 08/908,994, the first named inventor being Horgan; and,

1.2.2 "Intellectual Property" means any and all intellectual property related to the Patent and any derivative thereto; and,

1.2.3 "Equipment" means all ACL equipment (including, without limitation, the telephony server and any computers), CDs, disks, tapes and other material in the possession of Trustee; and

1.2.4 "Person" means an individual, corporation, limited liability company, partnership, association, trust or other legal entity or organization, and any government, political entity or other sovereign entity.

2 INTELLECTUAL PROPERTY ASSIGNMENT and PURCHASE OF EQUIPMENT

2.1 ACL and Trustee hereby irrevocably assign to Horgan, and Horgan accepts from ACL and Trustee, exclusively throughout the world all right, title and interest (whether or not now existing) in and to all of their respective rights in the Intellectual Property, if any, and in the Patent, if any, effective on the date first set forth hereinabove. To the extent allowed by law, said assignment includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent ACL and/or Trustee retain any such Moral Rights under applicable law, ACL and Trustee hereby ratify and consent to, and provide all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Horgan; ACL and Trustee agree not to assert any Moral Rights with respect thereto. ACL and Trustee will confirm any such ratifications, consents and agreements from time to time as requested by Horgan. If Horgan is unable for any reason whatsoever to secure ACL's and/or Trustee's signature to any document relative thereto, ACL and Trustee hereby irrevocably designate and appoint Horgan and his authorized agents, as its/their respective agents and attorneys-in-fact with full power of substitution to act for and on its/their respective behalf and instead of ACL and/or Trustee, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by ACL and/or Trustee.

2.2 ACL and Trustee hereby sell to Horgan, and Horgan accepts from ACL and Trustee, all of the Equipment.

2.3 Nothing in this Agreement shall afford ACL or Trustee or any Person any rights and/or ownership in any product and/or service and/or intellectual property developed by Horgan or any other Person which is based upon or incorporates any of the Intellectual Property and/or the Patent and/or their respective derivatives, if any.

3 PATENT

ACL and Trustee hereby affirm their prior authorization for Horgan, and/or any Person designated by him, the right, but not the obligation, to prosecute Patent. If Horgan is unable for any reason whatsoever to secure ACL's

6-21-1997 3:18AM

FRL

P. 2

and/or Trustee's signature to any document relative to said prosecution, ACL and Trustee hereby irrevocably designate and appoint Horgan and his authorized agents, as its/their respective agents and attorneys-in-fact with full power of substitution to act for and on its/their respective behalf and instead of ACL and/or Trustee, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by ACL and/or Trustee.

4 CONSIDERATION

The parties agree that Horgan shall pay ACL and Trustee the sum of \$5,000 (Five Thousand Dollars), as full compensation for said assignment and sale.

5 GOVERNING LAW AND ENFORCEMENT OF RIGHTS

This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of the State of California applicable to agreements negotiated, executed and performed in California by California parties.

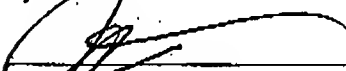
6 MISCELLANEOUS.

- 6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations and agreements with respect to this subject matter, whether oral or written. No modification of or amendment to this Agreement shall be effective unless in writing signed by the party against whom it is to be enforced.
- 6.2 No Waiver. No waiver of any right hereunder shall be deemed to be waiver of the same right on any other occasion.
- 6.3 Assignment. This Agreement and all of the terms thereof shall be binding upon and inure to the benefit of the parties hereto.
- 6.4 Severability. If any provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in effect and the invalid provision deemed modified to the least degree necessary to remedy such invalidity.
- 6.5 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any Person other than the parties and their respective permitted successors or the permitted assigns of the parties, any rights, remedies, obligation or liabilities whatsoever.
- 6.6 Further Assurances. ACL and Trustee shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated by this Agreement, without charge.
- 6.7 Construction. ACL and Trustee and Horgan each agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 6.8 Subject Headings. The subject headings of this Agreement are included for the purpose of convenience only, and shall not affect the construction or interpretation of any of its provisions.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ACL

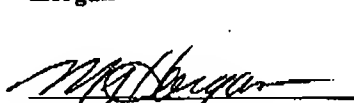
By: Trustee


Jerome Robertson, Esq.

Trustee


Jerome Robertson, Esq.

Horgan


Michael Horgan

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **HORGAN ET AL.**

Docket No.

SYN5397.01A

Serial No.

08/908,994

Filing Date

AUGUST 8, 1997

Examiner

Group Art Unit

Invention: **METHOD AND APPARATUS FOR SECURE COMMUNICATION**

I hereby certify that the following correspondence:

Assignment Cover Letter and Assignment (Page 1 thru 6)*(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231 on

Dec. 20, 2002*(Date)***Jerry V. King***(Typed or Printed Name of Person Mailing Correspondence)*
*(Signature of Person Mailing Correspondence)***EV265365059US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**



APRIL 28, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

O'BANION & RITCHEY LLP
JOHN P. O'BANION
400 CAPITOL MALL, SUITE 1550
SACRAMENTO, CA 95814



102323900A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/20/2002

REEL/FRAME: 013603/0695
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ROBERTSON, JEROME E., TRUSTEE IN
BANKRUPTCY

DOC DATE: 08/08/1997

ASSIGNEE:

HORGAN, MICHAEL J., MANAGING
PARTNER
SYNECTIC DESIGN WAY
5037 BUFFWOOD WAY
SACRAMENTO, CALIFORNIA 95841

SERIAL NUMBER: 08908994
PATENT NUMBER:

FILING DATE: 08/08/1997
ISSUE DATE:

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

12-30-2002



102323900

PATENT

Attorney Docket No. (SYN5397.01A)

Applicant: HORGAN ET AL.
Serial No.: 08/908,994
Filed: AUGUST 8, 1997
Title: METHOD AND APPARATUS FOR SECURE COMMUNICATION
Group:
Examiner:

12-20-02

ASSIGNMENT (DOCUMENT) COVER LETTER

PATENT OR PATENT APPLICATION

12-20-02

1. NAMES OF PARTY(IES) MAKING TRANSFER

Name 1: JEROME E. ROBERTSON, TRUSTEE IN BANKRUPTCY

2. IDENTITY OF PARTY(IES) TO WHOM TRANSFER IS MADE

This transfer is being made to:

Name: MICHAEL J. HORGAN
MANAGING PARTNER
SYNECTIC DESIGN LLC
Address: 5037 BUFFWOOD WAY
SACRAMENTO, CA 95841

3. INTENTION OF DOCUMENT

A brief description of what the accompanying document intends to accomplish is that it is an:

- ☒ Assignment
☐ License
☐ Security Interest
☐ Other

12/30/2002 LMUELLER 00000031 08908994

01 FC:8021

40.00 DP

4. **IDENTIFICATION OF PATENT OR APPLICATION**

Particulars of the patent or application to which the accompanying document applies are:

Inventor(s):

MICHAEL J. HORGAN ET AL.

For (title):

METHOD AND APPARATUS FOR SECURE COMMUNICATION

- (a) ☐ U.S. patent application filed herewith.
(b) ☒ U.S. patent application serial no. 08/908,994 filed on AUGUST 8, 1997.
(c) ☐ U.S. patent no. _____ issued _____.

5. **NAME AND ADDRESS TO WHICH CORRESPONDENCE SHOULD BE MAILED**

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John P. O'Banion
O'BANION & RITCHEY LLP
400 Capitol Mall, Suite 1550
Sacramento, CA 95814

6. **NUMBER OF APPLICATIONS OR PATENTS IDENTIFIED AND TOTAL FEE DUE**

The number of applications or patents identified herein is: 1

Total Fee Due \$ 40.00

7. **DATE DOCUMENT WAS EXECUTED**

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8. **FEE PAYMENT**

Fee payment is provided for as follows:

☐ New Application transmittal (Item 18 - INCLUDED IN FILING FEE)

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☐ Transmittal of Filing under 37 CFR 1.60(b) (Item 11)

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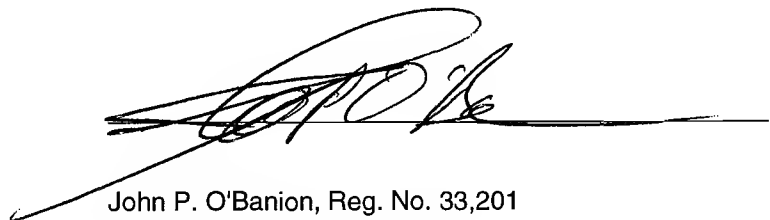
☐ Charge Account No. _____ in the sum of _____ A duplicate of this transmittal is attached.

9. **STATEMENT OF AUTHENTICITY**

The undersigned certifies that, to the best of his or her knowledge and belief, the information contained in this cover sheet is true and correct, and any copy of the document submitted for recording is a true copy of the original document.

10. **SIGNATURE**

Dated: 12/20/2002



John P. O'Banion, Reg. No. 33,201
O'BANION & RITCHEY LLP
400 Capitol Mall, Suite 1550
Sacramento, CA 95814
(916) 498-1010

6-21-1997 3:18AM

FR

P. 1

1 Michael A. Isaacs, CSB #99782
2 LUCE, FORWARD, HAMILTON & SCRIPPS, LLP
3 121 Spear Street, Suite 200
4 San Francisco, CA 94105
5 Telephone: (415) 356-4600
6 Fax: (415) 356-4610

7
8 Attorneys for JEROME E. ROBERTSON,
9 Trustee in Bankruptcy
10

FILED

NOV 19 2001

CLERK
United States Bankruptcy Court
San Jose, California

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UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

In re

ACL DATACOM, INC.,

Debtor,

Case No. 97-60043 ASW
Chapter 7

[No Hearing Required]

**ORDER AUTHORIZING ASSIGNMENT
AND SALE OF REMAINING PERSONAL PROPERTY**

Based upon the Request for Entry of Order Authorizing Granting Assignment and Sale of Remaining Personal Property (the "Request") filed by Jerome E. Robertson, Trustee in bankruptcy of the estate of the above Debtor, and the supporting declaration of counsel, that notice is proper under the circumstances, and good cause appearing therefor, it is

ORDERED as follows:

1. The Trustee's Request is approved.
2. The Trustee is authorized to assign/transfer the Debtor's intellectual property, including Patent Application No. S.N.08-908, 994 filed on or about August 8, 1997, and sell the Debtor's remaining personal property, including servers, equipment and other items, to Michael J. Horgan for the sum of \$5,000.
3. The Trustee is further authorized to execute those documents as may be necessary to complete the assignment/sale of the Debtor's intellectual property/personal property to Mr. Horgan.

DATED: _____

NOV 19 2001

UNITED STATES BANKRUPTCY JUDGE

6-21-1997 3:19AM

FR

ASSIGNMENT and PURCHASE AGREEMENT

This agreement ("Agreement") is made and is effective as of November 28, 2001, by and between ACL Datacom, Inc. ("ACL"), represented by Jerome Robertson as Trustee ("Trustee"), [in the bankruptcy of ACL Datacom, Inc., Case Number 97-60043 United States Bankruptcy Court, Northern District of California] and Michael Horgan ("Horgan").

In consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1 PURPOSE AND DEFINITIONS.

- 1.1 **Purpose.** ACL and Trustee wish to assign to Horgan all right, title and interest in and to any rights ACL and/or Trustee may have and/or acquire in the intellectual property described in Application for United States Patent for METHOD AND APPARATUS FOR SECURE COMMUNICATIONS and any intellectual property developed by and/or for ACL derivative thereto, and sell to Horgan all ACL equipment (as defined hereinbelow) in the possession of Trustee, as provided hereinafter.
- 1.2 **Definitions.** Capitalized terms have the respective meanings set forth below:
 - 1.2.1 "Patent" means the Application for United States Patent for METHOD AND APPARATUS FOR SECURE COMMUNICATIONS, numbered S. N. 08/908,994, the first named inventor being Horgan; and,
 - 1.2.2 "Intellectual Property" means any and all intellectual property related to the Patent and any derivative thereto; and,
 - 1.2.3 "Equipment" means all ACL equipment (including, without limitation, the telephony server and any computers), CDs, disks, tapes and other material in the possession of Trustee; and
 - 1.2.4 "Person" means an individual, corporation, limited liability company, partnership, association, trust or other legal entity or organization, and any government, political entity or other sovereign entity.

2 INTELLECTUAL PROPERTY ASSIGNMENT and PURCHASE OF EQUIPMENT

- 2.1 ACL and Trustee hereby irrevocably assign to Horgan, and Horgan accepts from ACL and Trustee, exclusively throughout the world all right, title and interest (whether or not now existing) in and to all of their respective rights in the Intellectual Property, if any, and in the Patent, if any, effective on the date first set forth hereinabove. To the extent allowed by law, said assignment includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent ACL and/or Trustee retain any such Moral Rights under applicable law, ACL and Trustee hereby ratify and consent to, and provide all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Horgan; ACL and Trustee agree not to assert any Moral Rights with respect thereto. ACL and Trustee will confirm any such ratifications, consents and agreements from time to time as requested by Horgan. If Horgan is unable for any reason whatsoever to secure ACL's and/or Trustee's signature to any document relative thereto, ACL and Trustee hereby irrevocably designate and appoint Horgan and his authorized agents, as its/their respective agents and attorneys-in-fact with full power of substitution to act for and on its/their respective behalf and instead of ACL and/or Trustee, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by ACL and/or Trustee.
- 2.2 ACL and Trustee hereby sell to Horgan, and Horgan accepts from ACL and Trustee, all of the Equipment.
- 2.3 Nothing in this Agreement shall afford ACL or Trustee or any Person any rights and/or ownership in any product and/or service and/or intellectual property developed by Horgan or any other Person which is based upon or incorporates any of the Intellectual Property and/or the Patent and/or their respective derivatives, if any.

3 PATENT

ACL and Trustee hereby affirm their prior authorization for Horgan, and/or any Person designated by him, the right, but not the obligation, to prosecute Patent. If Horgan is unable for any reason whatsoever to secure ACL's

6-21-1997 3:18AM

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P. 2

and/or Trustee's signature to any document relative to said prosecution, ACL and Trustee hereby irrevocably designate and appoint Horgan and his authorized agents, as its/their respective agents and attorneys-in-fact with full power of substitution to act for and on its/their respective behalf and instead of ACL and/or Trustee, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by ACL and/or Trustee.

4 CONSIDERATION

The parties agree that Horgan shall pay ACL and Trustee the sum of \$5,000 (Five Thousand Dollars), as full compensation for said assignment and sale.

5 GOVERNING LAW AND ENFORCEMENT OF RIGHTS

This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of the State of California applicable to agreements negotiated, executed and performed in California by California parties.

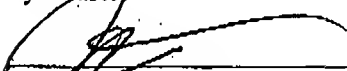
6 MISCELLANEOUS.

- 6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations and agreements with respect to this subject matter, whether oral or written. No modification of or amendment to this Agreement shall be effective unless in writing signed by the party against whom it is to be enforced.
- 6.2 No Waiver. No waiver of any right hereunder shall be deemed to be waiver of the same right on any other occasion.
- 6.3 Assignment. This Agreement and all of the terms thereof shall be binding upon and inure to the benefit of the parties hereto.
- 6.4 Severability. If any provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in effect and the invalid provision deemed modified to the least degree necessary to remedy such invalidity.
- 6.5 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any Person other than the parties and their respective permitted successors or the permitted assigns of the parties, any rights, remedies, obligation or liabilities whatsoever.
- 6.6 Further Assurances. ACL and Trustee shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated by this Agreement, without charge.
- 6.7 Construction. ACL and Trustee and Horgan each agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 6.8 Subject Headings. The subject headings of this Agreement are included for the purpose of convenience only, and shall not affect the construction or interpretation of any of its provisions.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ACL

By: Trustee


Jerone Robertson, Esq.

Trustee


Jerone Robertson, Esq.

Horgan


Michael Horgan

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors: HORGAN ET AL.
Serial No.: 08/908,994
Filed: AUGUST 8, 1997
For: METHOD AND APPARATUS FOR SECURE COMMUNICATION
Group No.:
Examiner:
Docket No.: (SYN5397.01A)

**Assistant Commissioner for Patents
Washington, D.C. 20231**

**REVOCATION OF POWER OF ATTORNEY
NEW POWER OF ATTORNEY BY ASSIGNEE**

Dear Sir:

The undersigned assignee of record hereby revokes all prior powers of attorney in this application and appoints the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71:

John P. O'Banion	Registration No. 33,201
James M. Ritchey	Registration No. 32,594
James C. Peacock, III	Registration No. 40,124
Steven L. Smith	Registration No. 44,343
Rodger H. Rast	Registration No. 45,853

SEND CORRESPONDENCE TO:

John P. O'Banion
O'BANION & RITCHEY LLP
400 Capitol Mall, Suite 1550
Sacramento, CA 95814

DIRECT TELEPHONE CALLS TO:

John P. O'Banion
(916) 498-1010

An assignment of the entire interest in the above-identified subject application:

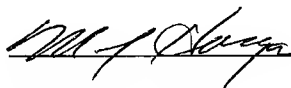
[] was recorded on _____ at reel/frame _____.

[X] is submitted herewith for recording.

Dated: 12-18-02.

ASSIGNEE: SYNECTIC DESIGN LLC

Signature:



Typed Name:

Michael Horgan

Title:

Managing Partner

Address:

5037 Buffwood Way
Sacramento, CA 95841

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **HORGAN ET AL.**

Docket No.

SYN5397.01A

Serial No.

08/908,994

Filing Date

AUGUST 8, 1997

Examiner

Group Art Unit

Invention: **METHOD AND APPARATUS FOR SECURE COMMUNICATION**

I hereby certify that the following correspondence:

Revocation of Power of Attorney and New Power of Attorney (Page 1 & 2)*(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231 on

Dec. 20, 2002*(Date)***Jerry V. King***(Typed or Printed Name of Person Mailing Correspondence)*
*(Signature of Person Mailing Correspondence)***EV265365059US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors: HORGAN ET AL.
Serial No.: 08/908,994
Filed: AUGUST 8, 1997
For: METHOD AND APPARATUS FOR SECURE COMMUNICATION
Group No.:
Examiner:
Docket No.: (SYN5397.01A)

ASSIGNEE CERTIFICATION UNDER 37 C.F.R. 3.73(b)

In accordance with 37 C.F.R. 3.73(b), the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of the assignee's knowledge and belief, title is in the assignee seeking to take this action.

Dated: 12-18-02.

ASSIGNEE: SYNECTIC DESIGN LLC

Signature:



Typed Name: Michael Horgan

Title: Managing Partner

Address: 5037 Buffwood Way
Sacramento, CA 95841

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **HORGAN ET AL.**

Docket No.

SYN5397.01A

Serial No.

08/908,994

Filing Date

AUGUST 8, 1997

Examiner

Group Art Unit

Invention: **METHOD AND APPARATUS FOR SECURE COMMUNICATION**

I hereby certify that the following correspondence:

Assignee Certification (Page 1)*(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231 on

Dec. 20, 2002
(Date)

Jerry V. King*(Typed or Printed Name of Person Mailing Correspondence)*
*(Signature of Person Mailing Correspondence)***EV265365059US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **HORGAN ET AL.**

Docket No.

SYN5397.01A

Serial No.

08/908,994

Filing Date

AUGUST 8, 1997

Examiner

Group Art Unit

Invention: **METHOD AND APPARATUS FOR SECURE COMMUNICATION**

I hereby certify that the following correspondence:

Assignment Cover Letter and Assignment (Page 1 thru 6)*(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231 on

Dec. 20, 2002*(Date)***Jerry V. King***(Typed or Printed Name of Person Mailing Correspondence)**(Signature of Person Mailing Correspondence)***EV265365059US***("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**